

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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In re:

Anastasia Cretekos,

Case No.: 18-22239

Chapter 13

Debtor.

Hon. Sean H. Lane, U.S.B.J.

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**STIPULATION TO BE SO ORDERED BETWEEN SECURED
CREDITOR AND DEBTOR PROVIDING FOR: (A) DEED IN LIEU;
(B) DATE FOR DEBTOR TO VACATE PROPERTY;
(C) RELOCATION PAYMENT; AND (D) WAIVER OF CLAIM**

WHEREAS, Debtor, Anastasia Cretekos (the “Debtor”), commenced the instant case (the “Case”) by the filing of a voluntary petition pursuant to Chapter 13 of title 11 of the United States Code (the “Bankruptcy Code”) on February 9, 2018 (the “Case Filing Date”); and

WHEREAS, Select Portfolio Servicing, Inc., as servicer for Deutsche Bank National Trust Company Americas, as Trustee for Residential Accredit Loans, Inc., Mortgage Asset-Backed Pass-Through Certificates Series 2006-QS14 (the “Secured Creditor”) has a filed proof of claim in the Case, Claim No. 3-1, filed on April 20, 2018 for a secured claim regarding a mortgage loan (the “Mortgage Loan”) with a recorded mortgage lien on Debtor’s real property located at 1 Edelweiss Lane, Congers, New York 10920 (the “Property”) in the amount of \$1,051,514.78 (the “Mortgage Claim”); and

WHEREAS, The Court entered an Order on May 17, 2018 granting loss mitigation with respect to the Mortgage Loan (“Loss Mitigation”); and

WHEREAS, in the Loss Mitigation Debtor determined to pursue a non-retention option and requested a deed in lieu for the Property (“DIL”) be considered by the Secured Creditor; and

WHEREAS, Secured Creditor has approved the DIL request and agreed to certain related provisions regarding disposition of the Property and settlement of the Mortgage Claim, as set forth herein below; and

NOW THEREFORE, it is hereby stipulated, agreed to and resolved as follows:

1. The DIL, which has been provided to the Debtor has been executed by Debtor and will be returned to Secured Creditor.
2. The Debtor shall vacate the Property on or before August 31, 2021.
3. Upon Debtor's vacating of the Property, Secured Creditor shall pay Debtor \$3,000.00 for relocation expenses by check to be made payable to Debtor and delivered to an address that Debtor's counsel provides to Secured Creditor.
4. Upon completion of the events and actions provided for in paragraphs one through three above, Secured Creditor waives all remaining claims related to the Mortgage Claim, and specifically waives the right to seek a deficiency judgment against the debtor after disposition of the Property.
5. Within 30 days after completion of the events and actions provided for one through three above, Secured Creditor shall take such steps as are necessary to cause the pending state court foreclosure action to be discontinued and for the filed notice of pendency against the Property to be canceled. Debtor agrees to execute any document or instrument in the foreclosure action deemed necessary by Secured Creditor to cause the discontinuance of the foreclosure action and cancellation of the notice of pendency.
6. This Stipulation contains the entire agreement between and among the parties hereto, and supersedes all prior and contemporaneous discussions, negotiations, understandings and agreements, whether oral or written, express or implied, between or among them relating

to the subject matter of this Stipulation. This Stipulation may not be amended orally, nor shall any purported oral amendment (even if accompanied by partial or complete performance in accordance therewith) be of any legal force or effect or constitute an amendment of this Stipulation, but rather it may be amended only by an agreement in writing signed by the parties.

7. This Stipulation may be executed by the parties in any number of counterparts, including by way of facsimile or electronic transmission, and each of which shall be deemed to be an original and all of which, collectively, shall be deemed to be one and the same instrument.
8. By their signatures below, the attorneys for Secured Creditor and Debtor each represent that they have the full authority to execute the stipulation on behalf of their respective clients, and to so bind the clients to the terms and conditions hereof.
9. This Stipulation shall be deemed effective upon the Bankruptcy Court's approval and the entry of the Stipulation as "so ordered" by the Court or by separate Order of the Court approving the Stipulation without amendment, modification or revision.

Date: August 16, 2021
Westbury, New York

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[Signatures Continued on Next Page]

Dated: August 16, 2021
White Plains, New York

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By: **Linda Tirelli**
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SO ORDERED:

Dated: August 20, 2021

/s/ Sean H. Lane
Honorable Sean H. Lane
United States Bankruptcy Judge